



ADMN

**Purchase Voucher**

Agency: 529

Health and Human Services Commission

**Voucher Number: 01253044****USAS Doc Number:****Payee Name / Address:**

TEXAS PREGNANCY CARE NETWORK

STE K250

1101 S CAPITAL OF TEXAS HWY

WEST LAKE HILLS, TX 78746-6445

**TCode: AP-225-STD****Origin: ONL**

Payee ID/Check/Mail: 1760802397/8/000

Freight Amount: 0.00

Gross Amount (includes Frt.): 762,500.00

Discount Amt Taken: 0.00

Payment Amount: **762,500.00****FOLD HERE**

| Line | PO ID | PCC | RTI | Invoice ID | Invoice Description      | Amount     |
|------|-------|-----|-----|------------|--------------------------|------------|
| 1    |       | 0   |     | TPCN-13.12 | 52900-7-94898 TPCN-13.12 | 762,500.00 |

ShipTo ID

E893

Contract#Org PmtDtICRCInvoice DT: 07/20/2017Reg'd Pay DT: 9/30/17Inv Recv'd DT: 09/06/2017Pay Due DT: 10/06/2017Service DT: 08/31/2017PO DT:

|     | Account | Entry Event | Fund | Dept | Program | Class | Ref  | Pri/grant | Amount     |
|-----|---------|-------------|------|------|---------|-------|------|-----------|------------|
| 1.1 | 725300  |             | 0001 | 716  | 5016    | 03138 | 2017 | TANF100F  | 762,500.00 |

Open Item Key:

Conf: N

Certified Amt:

0.00

**Descriptive Legal Text (DLT Comments):**

I approved this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. The payment complies with the General Appropriations Act.

SEP 26 2017

Approved ByApprover Phone(Area+Number)Date Approved09/08/2017  
Date Entered into HHSASApproved ByApprover Phone(Area+Number)Date ApprovedGonzalez, Maria  
Entered ByContact NameContact Phone(Area+Number)



01253044

## Texas Pregnancy Care Network (TPCN)

RECEIVED  
SEP 06 2017  
HHSC ACCOUNTING  
INVOICE

**Billing Office:**

Texas Pregnancy Care Network (TPCN)  
1101 S. Capital of Texas Highway  
Building K, Suite 250  
Austin, TX 78746

**Billing Address:**

Leroy Torres  
Office of Women's Health and Educational Services  
Moreton Bldg. Room 342, Mail Code 1326  
1100 W. 49<sup>th</sup> Street  
Austin, TX 78756  
Submitted via Email to: whsfinance@hhsc.state.tx.us

**Remittance Address:**

Texas Pregnancy Care Network  
1101 S. Capital of Texas Highway  
Building K, Suite 250  
Austin, TX 78746

**Taxpayer ID No. 76-0802397**

Amounts due may be remitted  
by Electronic Funds

**To:** Business Bank of Texas, N.A.  
1910 W. Braker Ln  
Building 3, Suite 100  
Austin, TX 78758

**Routing No. 114925615**

**Account:**

Texas Pregnancy Care Network  
1005126

**Invoice Number:** TPCN-13.12

**Invoice Date:** July 20, 2017

**Due Date:** August 31, 2017

**For Professional Services Rendered:****RE:**

**Contract Number:** 529-16-0004-00001A

TPCN is submitting this invoice according to the terms of Section VIII of the Contract between TPCN and HHSC executed on or about May 24, 2016 (attached).

**Payment 13.12:** Project Admin; Statewide Information, Outreach, Education & Referral Programs & Services and Client Services

**Due Date:** August 31, 2017

**\$762,500.00**

**Amount Due**

**\$762,500.00**

716  
725300

EW 9/7/17

UTC. Specifically, and without limitation, TPCN will perform in accordance with the specifications contained in Sections 1.16, and 2 of the RFP, this Section VII and TPCN's Proposal as modified and clarified.

#### **VIII. BUDGET AND INVOICING**

The total amount of this Contract will not exceed \$11,437,500 (\$2,287,500 in fiscal year 2016 and \$9,150,000 in fiscal year 2017). All expenditures on this Contract will be actual costs that derive from services provided and related expenses that are eligible for reimbursement under this Contract in accordance with federal and state laws; Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200; TPCN's Budget, Budget Narrative/Budget Justification ("Budget Pages"), and Plan of Operations. TPCN will submit an invoice along with the Program Report to the Contract Representative identified in Section X, in a manner acceptable to HHSC, by the twentieth day after the last day of each month in which services were provided. Upon HHSC request, TPCN will provide any additional information to the degree of detail necessary to resolve any review, examination, inquiry or audit by HHSC or any other responsible authority.

If TPCN provides services under multiple contracts, it must maintain an accounting system that separates expenditures by contract to ensure appropriate expense allocation and contract billing (i.e. fund accounting). Payments of invoices by HHSC under this Contract will be made in accordance with Chapter 2251 of the Texas Government Code, using the following schedule:

| Payment No. | Description  | Due Date           | Amount       |
|-------------|--|--------------------|--------------|
| 12.10       | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | June 30, 2016      | \$762,500.00 |
| 12.11       | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | July 31, 2016      | \$762,500.00 |
| 12.12       | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | August 31, 2016    | \$762,500.00 |
| 13.1        | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | September 30, 2016 | \$762,500.00 |
| 13.2        | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | October 31, 2016   | \$762,500.00 |
| 13.3        | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | November 30, 2016  | \$762,500.00 |

| PaymentNo. | Description  | Due Date          | Amount       |
|------------|--|-------------------|--------------|
| 13.4       | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | December 31, 2016 | \$762,500.00 |
| 13.5       | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | January 31, 2017  | \$762,500.00 |
| 13.6       | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | February 28, 2017 | \$762,500.00 |
| 13.7       | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | March 31, 2017    | \$762,500.00 |
| 13.8       | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | April 30, 2017    | \$762,500.00 |
| 13.9       | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | May 31, 2017      | \$762,500.00 |
| 13.10      | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | June 30, 2017     | \$762,500.00 |
| 13.11      | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | July 31, 2017     | \$762,500.00 |
| 13.12      | Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services | August 31, 2017   | \$762,500.00 |

If HHSC disputes payment of an invoice for purposes of enforcing a remedy or obtaining set-off against payments due, HHSC may limit payments in accordance with Article 9 of the UTC. Payments are subject to the restrictions in Section 1.7.2, 2.9 and 2.10 of the RFP. HHSC reserves the right to recoup and overpayments, improper payments, unsupportable payments, or otherwise do not meet the requirements of the Contract. TPCN must repay HHSC any such recoupment within the timeframe specified by HHSC or, at HHSC's sole option, HHSC may offset the overpayment by reducing subsequent payment(s) to TPCN by such amount.

TPCN must obtain HHSC's prior written approval for any fund transfers among approved budget categories that will singularly or cumulatively exceed ten percent (10%) of the total contract budget. TPCN must ensure that any budget revision is in compliance with the terms and conditions of this Contract, is for allowable expenses only, and does not change the scope of this Contract.

# Health & Human Services Commission

## Purchase Order

Dispatch via Print

| Payment Terms  | Freight Terms           | Ship Via | Purchase Order | 52900-7-0000094898  |
|--|-------------------------|----------|----------------|---|
| Net 30   | FOB Dest. Prepaid & All | BEST WAY | Date           | Revision  |
| If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements. |                         |          | 09/01/2016     | Page 1  |
| All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.  |                         |          | Ship To:       | Community Service Administrati<br>HEALTH & HUMAN SERVICES COMMISSION<br>909 W 45th St<br>PO Box 12668<br>Austin TX 78751<br>United States |

**Vendor:** 1760802397  
TEXAS PREGNANCY CARE NETWORK  
1101 S CAPITAL OF TEXAS HWY  
STE K250  
WEST LAKE HILLS TX 78730-5115

**Bill To:** Health & Human Services Commission  
Mail Code: 3500  
4900 N. Lamar Blvd, 5th Floor  
Austin TX 78751  
United States

**Purchaser:** Marshall, Carol Beth (PCS 512-406-2476

| Line-Sch | Inventory Item ID - Line Description | Class-Item | Quantity UOM | PO Price | Extended Amt | Due Date |
|----------|--------------------------------------|------------|--------------|----------|--------------|----------|
|----------|--------------------------------------|------------|--------------|----------|--------------|----------|

- a. chap. 531, Chapter 2155.144 TGC, as amended, and any administrative rules adopted thereunder;
- b. 1 T.A.C. Chapt. 391;
- c. General Appropriations Act, Senate Bill 1, 79th Legislature, Reg Session, 2005, Section 50 of the Special Provisions Relating to all Health and Human Services Agencies; and
- d. Any other pertinent provisions of federal or state law.

Contract Manager - Andrea.Costley@hhsc.state.tx.us  
Phone - 512-206-5624  
Final Destination Customer - Andrea.Costley@hhsc.state.tx.us  
Phone - 512-206-5624  
Agency Contact - Beth.Zahn@hhsc.state.tx.us  
Phone - 512-206-5624  
HHSC Purchaser: Carol Marshall, CTPM-carol.marshall2@hhsc.state.tx.us  
Phone: 512-406-2476

Justification/Comments: This contract is for the program and administration of the Alternative to Abortion - a statewide program for females focused on pregnancy support services that promote childbirth.

Contract Number: 529-16-0004-00001  
TIN: 17608023978  
Service Dates: 09/1/2016-09/31/2017

Total contract amount is \$9,150,000.00 - not to exceed \$762,500.00 per month for the months of September 1, 2016- August 31, 2017

Vendor: Texas Pregnancy Care Network

PO Bill To Information:

Health & Human Services Commission  
Mail Code: 3500  
4900 N. Lamar Blvd, 5th Floor  
Austin, TX 78751  
(512) 424-6518

Bill To Code: 3500

|      |   |          |                 |              |            |
|------|---|----------|-----------------|--------------|------------|
| 1- 1 | Fulfill the terms of contract number:<br>529-16-0004-00001<br>From: 09/01/2016 through 08/31/2017 | 1.00 LOT | 9,150,000.00000 | 9,150,000.00 | 09/01/2016 |
|      |   |          |                 | 962-58       |            |

**Schedule Total** 9,150,000.00

Contract ID: 529-16-0004-00001

Contract Line: 0

Release: 2

# Health & Human Services Commission

## Purchase Order

Dispatch via Print

|  |   |                             |  |
|--|---|-----------------------------|--|
| <b>Payment Terms</b><br>Net 30   | <b>Freight Terms</b><br>FOB Dest. Prepaid & All | <b>Ship Via</b><br>BEST WAY | <b>Purchase Order</b><br>52900-7-0000094898  |
| If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements. |   |                             | <b>Date</b><br>09/01/2016  |
| All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number.  |   |                             | <b>Revision</b><br>2   |
|  |   |                             | <b>Ship To:</b><br>Community Service Administrati<br>HEALTH & HUMAN SERVICES COMMISSION<br>909 W 45th St<br>PO Box 12668<br>Austin TX 78751<br>United States |

**Vendor:** 1760802397  
TEXAS PREGNANCY CARE NETWORK  
1101 S CAPITAL OF TEXAS HWY  
STE K250  
WEST LAKE HILLS TX 78730-5115

**Bill To:** Health & Human Services Commission  
Mail Code: 3500  
4900 N. Lamar Blvd, 5th Floor  
Austin TX 78751  
United States

**Purchaser:** Marshall, Carol Beth (PCS) 512-406-2476

| Line-Sch | Inventory Item ID - Line Description | Class-Item | Quantity | UOM | PO Price | Extended Amt | Due Date |
|----------|--------------------------------------|------------|----------|-----|----------|--------------|----------|
|----------|--------------------------------------|------------|----------|-----|----------|--------------|----------|

Item Total for Line 1 9,150,000.00

Total PO Amount 9,150,000.00

No substitutions or cancellations are permitted without prior approval by Health & Human Services Commission. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Health & Human Services Commission reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Overshipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Health & Human Services Commission and Contractor to attempt to resolve all disputes arising under the contract.

